# <u>Memorandum of Agreement</u> <u>For Successor Collective Bargaining Agreement for the Period</u> <u>September 1, 2024 through August 31, 2027</u> <u>Between the Boston Teachers Union, Local 66, AFT-Massachusetts and the</u> <u>School Committee of the City of Boston</u>

This Memorandum of Agreement ("MOA") is between the Boston Teachers Union, Local 66, AFT-Massachusetts ("BTU" or the "Union") and the School Committee of the City of Boston ("Committee"), collectively, "the Parties" and contains the terms of the successor collective bargaining agreement.

Specifically, on March 18. 2025 the parties reached a tentative agreement subject to ratification by the BTU membership and approval by the Committee. This agreement covers the three (3) year period September 1, 2024 through August 31, 2027. Following are the changes to the agreement dated September 1, 2021 through August 31, 2024. Except as expressly provided below, the parties agree that the terms and provisions of the 2021-2024 agreement shall be extended without modification for the period September 1, 2024 through August 31, 2027.

### <u>Wages</u>

- 1. Teachers:
  - a. General Wage Increase
    - i. FY25: 2.5% + \$500
    - ii. FY26: 2% + \$1000
    - iii. FY27: 2% + \$1250
      - 1. For Schedule A, Step 9 only, an additional \$200

### b. Career Awards

i. Adjust teacher career awards as follows:

1. After 1 year at maximum	\$1,450
2. After 14 years	\$2,150
3. After 19 years	
4. After 24 years	\$2,750

- 5. After 29 years......\$3,750

   6. After 34 years......\$4,250

   7. After 39 years.....\$4,750
- 8. After 44 years.....\$5,250

### 2. Paraprofessionals

- a. General Wage Increase
  - i. Classroom Paraprofessionals
    - 1. FY25: 2.5% + \$4/hour
    - 2. FY26: 2% + \$.50/hour
    - 3. FY27: 2% + \$1/hour
  - ii. Security, Library, Surround Care, Coverage, and 1 to 1 Paraprofessionals, SEP Paraprofessional
    - 1. FY25: 2.5% + \$3/hour
    - 2. FY26: 2%
    - 3. FY27: 2%
  - iii. CFCs, Health Paras and Family Liaisons
    - 1. FY25: 2.5% + \$2/hour
    - 2. FY26: 2%
    - 3. FY27: 2%
  - iv. Sign Language Interpreters
    - 1. FY25: 2.5% + \$1/hour
    - 2. FY26: 2%
    - 3. FY27: 2%
- b. Career Awards
  - i. 10% increase to existing para career awards and adding 34 years as follows:
    - 1. After 9 years
       \$2,585

       2. After 14 years
       \$3,135

       3. After 19 years
       \$3,685

       4. After 24 years
       \$4,235

       5. After 29 years
       \$4,785
    - 6. After 34 years.....\$5,000

### 3. ABA Specialists

- a. General Wage Increases
  - i. FY25: 2.5%
  - ii. FY26: 2%
  - iii. FY27: 2%
- b. Eliminate the Grade 1 (215 days) and eliminate first three steps of Grade 2 (190 days), add three new steps to the end of Grade 2, and add \$1,000 to the base salary. New salary scale below.

			FY25: 2.5% +		
Grade	Step	FY24	\$1,000	FY26 +2%	FY27 + 2%
2	1	\$40,926	\$51,543	\$52,574	\$53,625
2	2	\$42,767	\$53,817	\$54,894	\$55,991
2	3	\$47,186	\$56,192	\$57,316	\$58,462
2	4	\$49,310	\$58,677	\$59,850	\$61,047
2	5	\$51,529	\$61,273	\$62,499	\$63,749
2	6	\$53,846	\$63,985	\$65,265	\$66,570
2	7	\$56,270	\$66,819	\$68,156	\$69,519
2	8	\$58,803	\$69,783	\$71,178	\$72,602
2	9	\$61,449	\$72,876	\$74,334	\$75,820
2	10	\$64,214	\$76,111	\$77,633	\$79,186
2	11	\$67,105	\$79,490	\$81,080	\$82,702
2	12	\$70,123	\$83,023	\$84,683	\$86,377
2	13	\$73,279	\$86,715	\$88,449	\$90,218
2	14	\$76,576	\$90,572	\$92,383	\$94,231
2	15	\$80,022	\$94,602	\$96,494	\$98,424
2	16	\$83,624	\$98,815	\$100,791	\$102,807
2	17	\$87,387	\$103,216	\$105,280	\$107,386

- 4. Substitutes Teachers and Nurses
  - a. General Wage Increases
    - i. FY25: 2.5%
    - ii. FY26: 2%
      - 1. Per diem/ Cluster Substitute: + \$5 per day
      - 2. 11-25 Long Term Substitute: + \$7 per day
    - iii. FY27: 2%

### Housekeeping:

- 1. The parties agree to correct article numbers, typographical and grammatical errors by mutual agreement when the successor agreement is integrated.
- 2. Update the contract to make all pronouns gender-neutral.
- 3. HERN Service Coordinator Position will be added into the BTU Teachers contract under the Department of Implementation Personnel with the Transportation Officer position (Article V(B)(11))

- 4. Add new Article V(B)(25): The District Social Worker agreement dated August 8, 2022 is hereby incorporated by reference.
- 5. Restore the language inadvertently left out in the printing of the 2021-27 CBA to Art. VIII F. 14: "At the middle and high school levels, the LATF shall be allowed two (2) administrative periods to perform these duties."
- 6. Salary Placement: Parties agree the changes to the salary placement language is not intended to change the meaning of the contract provisions or practice of the parties. The Parties further agree the changes are intended to increase comprehension of the language. Revise Article VIII A as follows:

A. Step Placement and Step Advancement

1. Hiring Rate

(a) New hires shall be hired at the salary step (row) of the grade/lane (column) of the salary schedule which reflects their experience and education unless otherwise stated in paragraph (b).

(b) <u>Recruitment Incentive</u>: For purposes of recruiting teachers into areas where there may be a teacher shortage or for affirmative action purposes, the Committee may place newly hired teachers on any step of the salary grid. Further, the Committee may pay moving expenses or other up-front, non-recurring payments as a hiring incentive.

- 2. Credit for Prior Work Experience
- (a) Outside the Boston School System

Persons who have taught outside the Boston School System shall receive year for year service credit for such teaching experience for salary purposes on the Salary Schedule, up to a maximum of three (3) years. For the purpose of this paragraph a year's teaching shall mean at least one hundred and sixty (160) days teaching performed under a license granted by the Massachusetts Department of Education or license that requires equal qualification.

### (b) Boston Professional Experience

Credit for all prior teaching experience in the City of Boston shall be granted to all those on the salary schedule. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year's teaching experience.

All persons appointed to permanent service shall be placed upon that year of the salary schedule to which their years of permanent, permanent substitute, provisional, and temporary service in the Boston public schools entitles them. For salary purposes one hundred twenty (120) days within a school year shall be credited as one year's teaching experience.

### (c) Professional Service Credit

Paraprofessionals and ABA Specialists who have become or do become teachers in the Boston School system shall receive one year of salary credit for every three years worked as a Boston Public School paraprofessional or ABA Specialist, up to a maximum of three (3) years for salary credit. For salary purposes one hundred twenty days (120) shall be the basis for computing one school year.

### (d) Nursing Experience

Credit for all prior School Nursing experience in the City of Boston shall be granted to all nurses. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year of School Nurse experience. A school nurse shall be credited for prior service and work experience outside the Boston Public School system. This includes: as a school nurse, a teacher in a public health setting, a teacher of public school health as well as patient facing nursing experience in home based, community based and inpatient health settings. Experience will be counted, by years of full-time experience from the date of Registered Nurse license issuance. Only full years of employment will be counted towards prior service for pay purposes. The employee must provide to OHR an employment verification form to receive credit for their prior service. Effective ratification of this agreement, all newly hired full-time school nurses shall be credited for prior clinical work experience as described above, provided that said experience in kind occurred subsequent to receiving their RN licensure.

#### 3. Provisional Teachers

(a) On or before December 1, the Committee will determine when a vacancy is expected to last for the duration of the school year and shall grant a prospective contract to a provisional teacher hired to fill such vacancy. After December 1, a teacher who is expected to perform for the balance of the school year in the same assignment will be paid as a long-term substitute in accordance with the agreed upon terms governing substitute teachers and there shall be no retroactive contracts.

(b) Effective 9/1/22, Provisional teachers shall be given salary credit for up to three (3) full years of satisfactory teaching experience outside the school system, and for all full years of experience inside the Boston Public Schools. A "full" year inside the system for salary purposes is calculated as no less than one hundred twenty (120) days and includes service as a substitute. A "full" year outside the school system is calculated at no less than one hundred sixty (160) days and excludes service as a substitute.

(c) Provisional teachers shall be entitled to step advancement on the same basis as permanent teachers, without being capped at the third step on the bachelor schedule.

4. Other Provisions Regarding Step Placement

Length of Service

All persons on the salary schedules listed in Article VIIIC who are below the maximum salary shall be placed on that step to which their years of service in their group entitle them.

### 5. Step Advancement

(a) Employees who are paid for at least 120 school days in a school year shall advance a step on the salary schedule the following September until the employee reaches the maximum step.

(b) Each teacher hired after September 1, 2013, shall not advance a step if his/her most recent evaluation reflects an overall rating of Unsatisfactory until he/she achieves a higher overall rating on a formative assessment, formative evaluation or summative evaluation.

- 7. Athletic Side Letter: The parties have entered into a side letter agreement for the purposes of negotiating over the athletic coaches compensation and work expectations. The side letter will not be incorporated into the parties collective bargaining agreement. The provisions of the side letter are detailed in the subsections below. The side letter will be separately executed.
  - a. BPS will review coaching compensation nationally and statewide and provide the information to the BTU on or before May 2nd.
  - b. BPS and BTU will meet to review the information provided.
  - c. BPS and BTU will bargain over athletic coach compensation, assistant and/or JV coach positions, and work expectations in good faith.
  - d. BPS and BTU agree to meet to negotiate no fewer than six times by August 31st, 2025. BPS and BTU agree this Side Letter will expire on March 31, 2026 unless the parties agree in writing to extend the Agreement.
  - e. The parties agree that the minimum compensation for assistant high school coaches will be no less than \$2,000 for SY 25-26.
- 8. Parking

BPS and the City of Boston shall enter into the attached agreement regarding parking for BTU members. This program will be subject to all of the provisions contained in the agreement between BPS and the City of Boston. This agreement will not become part of the Parties' CBA and will terminate at the end of this CBA unless BPS and the City agree to extend the program.

# MEMORANDUM OF AGREEMENT BETWEEN BOSTON PUBLIC SCHOOLS, AND THE CITY OF BOSTON GOVERNING PARKING CODES FOR ELIGIBLE BTU MEMBERS

1.) This Memorandum of Agreement is hereby executed between the Boston Public Schools (hereinafter "BPS" or "the Employer"), and the City of Boston (hereinafter "COB" or "the City") regarding parking for certain Boston Teachers Union employees ("Eligible BTU Members").

2.) For purposes of this Memorandum of Agreement, Eligible BTU Members shall mean members in the following categories (both must be true): (1) The member, as a required part of their job, regularly travels between two or more school sites within a workday. (2) The member is assigned to school sites that have viable on-street metered parking available during the school day.

3.) The City shall create a special code on the Park Boston app for any Eligible BTU Members traveling to more than one school a week that will allow Eligible BTU Members to park for free at a meter for up to three hours between the hours of 7am and 5pm Monday through Friday.

4.) The City shall have sole discretion as to the number of such special codes which shall never exceed 300.

5.) Sharing, transferring, or any fraudulent misuse of the special codes shall be grounds for revocation of the parking benefit from any eligible BTU member who has engaged in such conduct.

6.) This Memorandum of Agreement is not subject to the contractual grievance and arbitration provisions.

7.) This program shall be in force for the duration of this collective bargaining agreement, but shall sunset at the end of this successor agreement unless BPS and the City agree in writing to modify or continue the program.

### **Teachers Contract Provisions**

- 1. Throughout the Parties' entire CBA, replace "Guidance Counselor" with "School Counselor".
- 2. Add new paragraph to preamble under "The Importance of Professional Development":

In order to serve all students we must ensure all educators have the training and skills to deliver high quality instruction. This includes ensuring educators have access to strong professional development, access

to high quality instructional materials and retaining and recruiting a diverse educator corps.

- 3. Members applying for medical leave (individual and family) will use FMLA forms to apply. Using the forms will not change or reduce any leave entitlements currently available to members. The legal requirements contained in the FMLA form will not apply to BTU members unless they are specifically approved for FMLA. The proportional hours available for paid parental leave shall not apply to this provision.
- 4. BPS and the BTU have agreed to continue to negotiate over certain central office teacher bargaining unit members who work beyond 183 workdays ("183+ group"). The parties agree to make best efforts to begin meeting within two weeks of the execution of this agreement.
- 5. Pilot and Innovation School Agreements: Add a new paragraph to Article III D (and number the various sections of III D) as follows: Pilot Schools' working condition agreements and Innovation Schools' working condition agreements will be publicly posted by April 15th for the following school year. Failure to post these agreements will not invalidate an otherwise proper working condition agreement.
- 6. Add new Article III I 1 e. The School District and the BTU shall jointly advocate to the Boston City Council that the City of Boston partner with the Boston Housing Authority, or other relevant city partners, to create a pilot social housing program.
- 7. Add new Article III I 1 f. BPS shall include materials at all Welcome Centers that advertise the housing voucher program, and direct families to reach out to their school's homelessness liaisons if they are in need of any housing support. BTU Housing Justice Committee may provide feedback on the materials.
- 8. Add new Article III I 1 g. BPS and BTU shall write a joint letter advocating for an increase of state funding for the Massachusetts Rental Voucher Program with an allocation of vouchers to school districts across the Commonwealth. In its rationale, the letter shall stress the importance of providing vouchers to families regardless of immigration status.
- 9. Add a paragraph entitled "Parent Participation on Inclusion Planning Teams" as Article V(A)(2)(i) which states "The IPT can include up to two parents. One (1) can be appointed by the School Leader and one (1) can be appointed by the BTU. The addition of a parent to the IPT cannot bring the total number of members of the IPT above twelve (12). If the addition of a parent would bring the number of members of the IPT over twelve (12), that parent would count towards the total number of IPT members appointed by the party appointing them. The BTU and School Leader, in consultation with each other, may select parents from a list of parent

recommendations made by the School Site Councils. The administrator will notify in writing that the school parent council may submit names of parents/guardians from the school parent body to be a part of the IPT. School Site Councils must submit the list of parent recommendations by June 15th, the summer before the upcoming school year. The parties will endeavor to appoint individuals who are representative of the racial and ethnic and program diversity of their constituents including Special Education and Multilingual Language Learners."

- 10. Inclusion Reforms: Create appropriate subsections in Article V(A)(2) or placement by mutual agreement.
  - a. For grades K0 through 6:
    - Beginning with SY26-27, for schools with two or more general i. education homerooms in each grade, the District will assign one special educator for every two general education homerooms in grades K2 through 4 with more than nine students per grade requiring grid B resource room services. The number of homerooms and the number of students requiring grid B resource room services shall be evaluated by February 1st of the school year prior for purposes of this section. That decision shall be revisited on May 1 and the school may petition the SEAT team for additional position(s). Flexibility will exist for school leaders to assign either a licensed moderate disabilities educator or some combination of licensed moderate disabilities educator along with a special education partner paraprofessional. A majority of these assigned educators at each school must be licensed teacher(s). Special Education Partner paraprofessional(s) assigned must be working under the supervision and license of a special educator, not a dually licensed general education classroom teacher. In no case may the caseload of the licensed special educator exceed 25 students. School leaders will also have the flexibility to assign the special educator to support other students and/or teachers/teacher teams (if already in the educator's job description) once the required service minutes of the students in their assigned classrooms are met, provided it does not exceed the 25-student caseload limit.
    - ii. Beginning with the SY27-28 planning process, the preceding paragraph will apply to grades 5 and 6.
    - Starting in SY26-27, for schools with a single general education homeroom in a grade or grades, if any two homerooms in different single-strand grade levels have more than nine students requiring grid B resource room services, they will receive the same special educator support across those two classrooms.
    - iv. Starting in SY 26-27 in Grades K2-6, all general education classrooms with a single dually certified teacher where students on IEPs are

scheduled to receive services will have an educator (teacher or paraprofessional) scheduled to provide services in the classroom for at least 120 minutes per week unless 120 minutes per week exceeds the lowest amount of services in a classroom.

- v. Starting in SY 26-27, for integrated K0/K1 classes, the class size will be 15.
- b. For grades 7 through 12:
  - Starting in SY 26-27, any class at the secondary level with more than 8 i. students who receive grid B services during that class will be assigned a licensed special education teacher in addition to the classroom teacher. The number of homerooms and the number of students requiring grid B resource room services shall be evaluated by February 1st of the school year prior for purposes of this section. That decision shall be revisited on May 1 and the school may petition the SEAT team for additional position(s). Flexibility will exist for school leaders to assign either a licensed moderate disabilities educator or some combination of licensed moderate disabilities educator along with a special education partner paraprofessional. A majority of these assigned educators at each school must be licensed teacher(s). Special Education Partner paraprofessional(s) assigned must be working under the supervision and license of a special educator, not a dually licensed general education classroom teacher. In no case may the caseload of the licensed special educator exceed 25 students. School leaders will also have flexibility to assign the special educator to support other students and/or teachers/teacher teams (if already in the educator's job description) once the required service minutes of the students in their assigned classrooms are met, provided it does not exceed the 25-student caseload limit.
  - ii. For the duration of this contract, no current (SY 25-26) special education classroom staffing models will be reduced in secondary schools due to the preceding paragraph.
  - iii. Starting in SY26-27, At the secondary level, BPS will make best efforts to schedule special educators to focus on either Humanities (ELA, History) or STEM (Math/Science).
- c. No permanent general education teacher shall be excessed for the failure to obtain a Moderate Disabilities License. The District will rescind the notices sent to educators that they were required to obtain a moderate disabilities license in 2024. Teachers may still be excessed for failure to maintain required licenses.

- d. The District reserves its right to define the required qualifications of any newly created position. The District will provide a practical guide during the 25-26 school year for school leaders to help inform decision-making as to which newly created positions should be required to have a Moderate Disabilities License. For all positions already in existence and vacated, moderate disabilities licensure may be listed as preferred but not be listed as required unless the position required dual licensure before April 1st.
- e. Remove the resource room language in Article V A 1. (a) (v) on page 26 to make clear that the caseload maximum for resource room teachers remains at 25 as indicated on the class size grid, as follows: \*For the 2022-2023 and 2023-2024 school years only, The caseload for a resource teacher should not exceed a school average of 25 students at one time per full time resource teacher. The inclusion Work Group (IWG) will examine and make future recommendations on workload and caseload for resource teachers. Recommendations will be made to the Superintendent on or before December 1, 2023 and the Superintendent will then determine the appropriate caseload and workload for resource teachers for the following school years.
- f. For SY 25-26, BPS will make best efforts to hire and maintain a central pool of at least 27 special education teachers posted as one-year positions without attachment rights (during the bridge year to implementation of the new special education staffing levels) to provide direct services to students with IEPs in general education classrooms in schools. These teachers will be deployed at the discretion of the Superintendent or their designee to schools if there is an increase in need. Beginning in SY 26-27, at least 9 of the positions will be open-posted as permanent positions.
- 11. High School Schedules: Replace the third paragraph on page 33 (Article V(A)(3)(a)) with: During the SY25-26 or SY26-27, Secondary School principals in schools that currently (as of SY 24-25) have a six-period day shall work with their Instructional Leadership Teams, School Site Council and BTU Building Representatives to review their current schedules and recommend changes to the number and structure of periods. Two new scheduling options that meet the needs of Masscore requirements, provide equal opportunity for students with disabilities and multilingual learners and comply with all other provisions of the collective bargaining agreement (excluding the preceding paragraph) will be provided to the ILT, SSC, and BTU building reps for their review and submitted for review by district staff by January 15th. The ILT, SSC, and BTU reps will also have the opportunity to submit their views to district staff. With the approval of those two options by district staff, the options will be presented to the faculty, and the faculty will vote by a 55% majority vote on which option is preferred by March 1st. The preferred schedule will be implemented the following school year.

- 12. Page 35 Article V(A)(3) rename to (h) Flexible Workdays for Non-Classroom Professionals and Responsive Schedule: The Headmaster/Principal can develop a flexible work year or work day for Guidance Counselors, Librarians, or any other non-classroom professional so long as the bargaining unit member agrees. A librarian may work a responsive schedule at the discretion and approval of the school leader.
- 13. Revise Article V B 13 (a) as follows (and eliminate V B 13 (e)): "Salary and Work Year

The Supervisors of Attendance shall work each day scheduled in the school calendar, except snow days, normal school holidays, and school vacations. Additionally, Supervisors of Attendance will work nine (9) days beyond the 183 day school year over the summer and be paid a 5% differential.

Supervisors shall solicit input from employees on the scheduling of these days and will inform employees of their schedule by March 1. Summer days may be rescheduled with 30 days written notice. Days will be scheduled to meet the needs of the Department.

The Court SOA will also work an additional nine (9) days over the summer but it will be scheduled in coordination with the juvenile court hearings in which BPS is a party and subject to change depending on the case dockets. In rare circumstances and as needed by the Department, the Court SOA may utilize one (1) day intended to be worked over the summer during another school recess with their supervisor's written approval. The Court SOA's additional summer days may change with less than 30 days notice based on the court clerk's scheduling of cases.

- 14. Revise COSE section (article V B 8) as follows (redlined from BPS's proposed language):
  - a. Effective 9/1/2023, all Boston Public Schools ("BPS" or "District")
     Coordinators of Special Education (COSE) will have a cumulative individual caseload of 135 cases. Cases will count as follows:
    - 504 plans will count as 1.0 cases.
    - All evaluations will count as 1.0 cases, even if they do not result in an Individualized Education Program) (IEP).
    - One student cannot count for more than one case.
    - IEPs will count as 1.0 case.
  - b. If a student transfers mid-year and requires a reconvene, that student will count on the caseload of both the receiving and sending COSE.

- c. If a case requires more than three meetings, COSE reserve the right to request additional support from the central office of Special Education. Central office support can vary depending on the need of the case, but BPS acknowledges that some cases are more complex than others and may require additional support from central staff. Notwithstanding the above, COSE shall not receive additional compensation in connection with a request for extra support, regardless of whether or not such support is received.
- d. BPS shall compensate the COSE for the time spent on each additional case should a COSE's annual caseload exceed an individual caseload of 135 cases for the school year. Such compensation shall be for nine (9) hours at the prevailing contractual hourly rate. The parties shall meet at the end of the school year to calculate the amount owed, if any, to COSE. BPS shall compensate the COSE for the time present on each additional case. COSE not projected to exceed 135 cases may be assigned cases from the caseload assignment of a COSE projected to exceed 135 cases before April 15th For such cases, the COSE may elect to hold meetings virtually unless the students' family prefers an in person meeting. The District will make best efforts to make undisputed COSE caseload overage payments by July 31st or the next closest pay date. The parties agree that disputed and appealed COSE caseload payments may not be paid under the same timeline, but BPS will make best efforts to pay all agreed-upon overages by September 30th.
- e. The District will send each COSE a caseload report five times a year (on October 15, January 15, March 15, May 15, and the business day after the last school day of the year), including student name and ID number. COSE will have ten (10) business days to submit, via the District's Google form, a dispute about the caseload calculation to the District. Disputes submitted after the ten (10) business days will not be reviewed. The District will review the dispute once the ten (10) day period is complete and provide a response within 30 days, except the dispute reported for the last reporting period of the school year will be responded to by September 30th.
- f. Effective immediately, and for school years 2025-2026 and 2026-2027 and in addition will remain in effect during the period between the expiration of this contract and the ratification of the successor contract. The District will regularly post positions in an attempt to provide 0.6 FTE clerks to each 1.0 FTE COSE. A COSE will work with no more than two (2) different clerks when feasible. Eligible COSE shall receive one-half of the average salary payable to a 0.6 FTE clerk prorated for the number of days the COSE did not

receive clerical support as provided by this paragraph during the applicable school year, for any period(s) of ten (10) or more consecutive days without support. Payment will be made twice per year. The District will endeavor to make the first payment in February and the second payment in July.

- g. BPS will notify COSE of their assignment (pairing) by March 15th yearly. If the COSE's assignment is reduced beyond 0.5 FTE, they will also receive an excess notice and access to the COSE Pool.
- h. To the best of BPS's ability, COSE will not be assigned to more than two (2) schools, and their locations will be in close proximity to each other.
- i. There will be two full-time COSE who will split their time between 0.6 central office and 0.4 school-based to support compliance cases. Centrally, they will work with the Chief of Specialized Services or their designee to help COSE with tasks that shall include but are not limited to mentoring, training, and building capacity to meet compliance and instructional best practices. The District will post the positions following Article V-I-1(b) of the relevant collective bargaining agreement. The Chief of Specialized Services will select the most qualified candidates. The COSE will continue maintaining their seniority and assignment attachment rights to their previous position.
- j. The position of Eligibility COSE shall be established. The rate of pay and workday length will be that of Schedule A teachers. The job description will be negotiated between the parties, and no Eligibility COSE position may be posted until the job description is fully negotiated.

i. Eligibility COSE shall be responsible for initial evaluations of all students in grades K2-12 and younger students who are not in early intervention. Equitable Service COSE will be responsible for the initial evaluation for all school aged Boston residents who do not attend a BPS School. Any 504 plan resulting from an initial evaluation shall also be written by the Eligibility COSE. Following an eligibility determination meeting resulting in an IEP, should any extended evaluation, reconvene meeting and or additional assessments be conducted, OR the finding of no additional services which includes the completion of regulatory paperwork, the case will be managed by and count toward the caseload of the receiving COSE in addition to the initial evaluation counting on the caseload of the Eligibility COSE.

ii. School-based evaluation teams may submit a request for an eligibility COSE to complete a re-evaluation. The request must be supported by data reflective of evidence-based interventions that support the possibility of a student requiring a substantially separate assignment.

- k. The District and the BTU will bargain over any changes to the COSE working conditions no later than twenty-four (24) months after the ratification of this agreement only if all the above provisions are implemented with fidelity.
- 15. NEW: Retitle "Early Childhood COSE" as "Early Intervention COSE"
- 16. Add recently agreed-upon Hub School MOA to CBA in Article V B 9. It should be inserted as follows -- after the paragraph following the salary grid for SY 23 - 24, add:
  - a. The district will invest in maintaining the current 14 BCHS. In addition, the district will aspire to, at minimum, 20 Boston Community Hub Schools by 2025-2026. The majority of coordinators will be established as BTU positions and the current BTU positions will continue to be BTU positions.
  - b. Hub School coordinators will not be asked to substitute in a classroom or perform daily hall duties. They may be asked to supervise students if it is necessary to ensure student safety. If this occurs more than three times over the year they can reach out to the Director of Hub Schools and Citywide Hub Schools Coordinator for support and discuss potential solutions.
  - c. Hub school coordinators will be able to attend school site meetings, such as School site Council, parent meetings, attendance meetings, school engagement meetings, ILT, etc but the hours will be part of their scheduled work day. Hub school coordinators will work in collaboration with their school leader to determine participation in meetings or events outside of traditional school hours. The Director of Hub Schools in Consultation with the school leader must approve work outside of traditional hours and, when directed to attend a meeting, the hours will be part of their scheduled work day. As necessary the City Wide Hub School Coordinator can support and discuss potential solutions if there is a disagreement about a request to work outside of traditional hours.

- d. In addition to the normal BPS hiring process, BPS will agree, for the Executive Director of Hub Schools position, Director of Hub Schools position, the City-Wide Hub School Coordinator position, and the BTU Hub School Coordinator positions to add one BTU representative on the hiring committee for those positions. That BTU member must be agreed upon by the BTU president and the Superintendent or their designee. This hiring committee will make a recommendation for a candidate for the position to the Superintendent or his/her designee. This agreement is non-precedent setting and does not grant any additional rights regarding any other positions within the District.
- e. The parties acknowledge the value of the Hub School Coordinator building strong ties in the community and, in furtherance of that goal, the school leader (or their designee) shall work with the coordinator and school collaborators to identify community building opportunities with a goal of the coordinator spending time with community based organizations. Hub school Coordinators will be alloted time in the community to build these partnerships during their work hours. The hours may vary from week to week and this will be subject to the school leaders or the Director of Hub Schools approval based on the needs of the community and school.
- f. BTU members, who transition from a BPS position to a Hub School Coordinator position funded by an outside partner, will be offered fallback rights to a paraprofessional position if their Hub School Coordinator position is eliminated.
- g. BTU and BPS will work together to engage external partners per applicable laws to support the implementation and programming at newly identified hub community schools.
- h. BPS will work collaboratively with the BTU when establishing new Community Hub Schools. The BTU will submit a list of schools to recommend for new community Hub Schools with BTU coordinators, and the district will then consider the list, but make the final decision on where new Hub Schools will be established. Any new school or merged school at least up until SY 2024-2025 including but not limited to the schools approved by the schools committee for merger in the 23-24 school year will become a Boston Community Hub School, and the district will hire a

BCHS coordinator. Merged and new schools will be considered for prioritization and the district aspires to maintain and grow hub schools on an annual basis.

i. BTU and BPS will make available to interested schools information related to the potential formation and implementation of Hub Community School practices.

(delete the remainder of the language on page 20).

(delete language on page 44, the sentence "The BTU and BPS will continue negotiations over contractual language, working conditions, and job descriptions for Hub Community Schools Coordinators").

17. Add new Article V(B)(18) as follows (and renumber remaining sections of that article):

# **18.** Newcomers Assessment and Counseling (NACC) Center Research and Assessment Specialist Work Schedule

(a). NACC Research and Assessment Specialists shall be paid at the Schedule A rate plus a 10% differential. Their workday will be the Schedule A workday (7 hours and 10 minutes) and their work year shall include 19 additional days beyond the contractual work year, to be scheduled in accordance with sections B-D below.

(b) All Research and Assessment Specialists are required to work up to ten Saturdays a year as part of their 202 days. The ten Saturday dates will be shared in advance with the NACC by August 1st. Saturdays worked during the mandatory assessment periods will be scheduled for the same work hours as other workdays. Saturday testing is dependent on the needs of the Center. The District reserves the right to cancel, with notice, when there is no demand for testing on a Saturday or add/reschedule a Saturday, with no less than 30 days' notice, to handle spikes in the number of language assessment appointments or directives from the Department of Elementary and Secondary Education ("DESE"). Saturdays may not be rescheduled for school vacation week days.

(c) The contractual work year for NACC Assessment Specialists shall be 202 work days from September 1st to August 31st. NACC Assessment Specialists shall not be required to work from the last day of school in June to the end of

the week containing July 4th. The remaining weeks of July the Center will be open Monday, Tuesday, and Wednesday. Every member of the team will choose to be scheduled to work two of those remaining July weeks (Monday, Tuesday and Wednesday). Employees will submit their preferences for weeks, but assignments will be determined by the Director of NACC based on the needs of the district. All NACC Assessment Specialists will be scheduled to work the entire month of August.

(d) By June 1 each year, Research and Assessment Specialists will receive their NACC work schedule for the next school year from their Immediate Supervisor. By August 30 each Research and Assessment Specialist will submit to their immediate supervisor a proposed work calendar that includes Not on Duty Per Contract days. By September 15, their Immediate Supervisor will approve in writing these work calendars, subject to minimum staffing requirements of NACC and working expectations of NACC, with Not on Duty Per Contract days approved for those who submitted their proposed calendar by the August 30 deadline.

- Add a new paragraph to Article V(B)(24) Restorative Practices: The district shall maintain a RP/SAWS specialist for each of the nine regions for the life of this contract.
- 19. All contracts: Add to page 51 Article V(B)(24); add to page 141 Article II(D), add to page 165 Article II(D), add to 183 Article II(D): BPS may make professional development opportunities relating to restorative practices available outside of the school day and provide educators pay at the contractual hourly rate for participating.
- 20. Rewrite Article V E. 1. a. 12 as follows:

"No later than School Year 26-27, two additional early release days (beyond the day before Thanksgiving and the last two days of school) will be scheduled and the dates will be included on the BPS calendar annually. Any school whose annual instructional time would be brought below that required by law due to the additional two early release days shall not be released early on one or both of those days.

On such early release days, students will be dismissed two (2) hours and thirty (30) minutes earlier than their regularly scheduled dismissal time. On such early release days, BTU members will participate in professional development during the remainder of their regular work day."

- 21. Revise Article V(E)(7) as follows: remove "school-based staff" and replace with "all BTU members."
- 22. Tuition Reimbursement: Replace Article VI(F)(4) with: All teachers who have completed at least one year of service and who commit to three (3) years of continuous employment in the Boston Public Schools are eligible for tuition reimbursement of \$1,000 annually. The total expenditure for tuition reimbursement under this provision shall not exceed \$350,000 per fiscal year.
- 23. Make the following amendments to Article VI. Update H(3)(C): Teachers receiving Peer Assistance and Review: *from* 1.2 *to* 1.5 *Remove* H(3)(C): Lead CTs shall have a caseload limit of 10
- 24. Revise Article VII(A)(2)(c) as follows: "Appropriate consultation rooms shall be provided to <u>school based social workers</u> and all itinerant service providers..." [keep the remainder of the sentence the same].
- 25. Revise Article VII A 18 as follows: The school committee agrees to provide a lockable file cabinet in each school and location serviced by itinerants (e.g. school psychologists, occupational therapists, physical therapists, speech and language pathologists) and social workers for secure storage of student records.
- 26. School Nurse Salary Credit: Remove third paragraph in Article VIII A 2 (b) and add new Article VIII A 2 (d) as follows:(d) Nursing Experience

Credit for all prior School Nursing experience in the City of Boston shall be granted to all nurses. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year of School Nurse experience.

A school nurse shall be credited for prior service and work experience outside the Boston Public School system. This includes: as a school nurse, a teacher in a public health setting, a teacher of public school health as well as patient facing nursing experience in home based, community based and inpatient health settings. Experience will be counted by years of full-time experience from the date of Registered Nurse license issuance. Only full years of employment will be counted towards prior service for pay purposes. The employee must provide to OHC an employment verification form to receive credit for their prior service. Effective upon ratification of this agreement, all newly hired full-time school nurses shall be credited for prior clinical work experience as described above, provided that said experience in kind occurred subsequent to receiving their RN licensure.

27. Add a new provision in all four contracts (but for cluster subs only) as follows [We would suggest a new section in Article VIII B of teacher's contract, Article III E of

para contract, Article III A 1 of substitute contract, and Article III C in the ABA contract]:

### Notification of Hours and Pay

- a. **Current Employees Work Year and Hours:** By August 31st all BTU members will be provided with their reporting time and day and their daily hours of work either by public website or written notification for the upcoming school year. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- b. **Current Employee Compensation:** BPS will provide members with an accounting of their full salary, including career awards, differentials, and additional payments (e.g. autonomous school pay) no later than October 15th of each school year. The Parties acknowledge that there may come a time when this information is provided through the Employee Self Service portal (or successor programs). The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- c. New Employees and Current Employees in new Positions Hours and Compensation: Prior to their scheduled first day, new employees to the district, employees assigned to a new school or worksite, and employees who have applied to and accepted a new position within the bargaining units shall be provided with their reporting time and day, their daily hours of work and rate of pay. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- 28. Move all teachers to a 26-paycheck cycle. Update Article VIII(B) as follows:

### **B.** Payment of Salaries

Salaries shall be deemed fully earned at the end of the school year and proportionately earned during the school year. Salaries shall be paid over a ten month period beginning with the first month of the school year and ending with the June month. Teachers who opt to be paid over twelve months and Teachers will receive their full salary in 26 equal checks, issued every other Friday. Those who opt to be paid over ten months will receive their full salary in 22 checks, issued every other Friday, September through June.

- 29. Increase debate coach stipend to \$3,800 (page 110: Article VIII(F)(3))
- 30. Add new Article VIII F 18: "For SY 24-25 the Boston Teachers Union and Boston Public Schools agree to the establishment of a joint Committee focused on climate

change and climate justice curricula. The Committee will be 50% BPS and 50% BTU and comprise no more than 10 members. The BTU members will be appointed by the BTU president. BTU members will receive a stipend in the following amounts for their service on this committee, which will be paid equally throughout the school year.

SY 24-25	SY 25-26	SY 26-27
\$1,350	\$1350 + 2%	\$1350 + 2% + 2%

The committee will be tasked with developing recommendations for developing and/or identifying already existing robust, interdisciplinary climate change and climate justice curricula for K-12. Any curricula developed must be approved by the Teaching and Learning Department and meet DESE standards. At the end of School Year 26-27 the committee will dissolve."

31. Stipend Working Group: Add a new section (19) to Article VIII (F) in the Teachers Unit; in the Paraprofessional Unit add Article III new section R; in the Substitute and Nurses add Article III new section I; in the ABA add Article III new R:

Starting at the execution of 2024-2027 contract, the Boston Teachers Union and Boston Public Schools agree to establish a joint committee to review stipends for which members are eligible. The committee will endeavor to standardize non-athletic stipends including creating, to the extent possible, a comprehensive list of stipended work and amounts. The committee will form for two years and may be renewed by mutual agreement of the parties.

32. Health Insurance Opt-Out

Add new provision in all contracts (VIII L 4 of the teacher agreement, III I 2 (and renumber existing III I as I 1) of the para agreement III D 2 (and renumber existing D as D 1) of the substitutes agreement, and III I of the ABA agreement):

# "Health Insurance Opt-Out

Bargaining unit members declining the City's health insurance benefit shall be eligible for a continuing annual opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above mentioned policy.

# **Eligibility**

To participate in the opt out, employees must have been enrolled in medical coverage through the City of Boston for at least one year and drop the coverage during the

Open Enrollment period. For employees that have previously dropped a City of Boston health plan, they must have been enrolled in a City of Boston health plan for at least one year at some point during their employment and provide updated proof of other coverage during the open enrollment period as described below.

Employees are eligible for the payment if they have coverage under another plan. Employees must show proof of coverage annually. Other plans include:

a. Your spouse's/partner's plan (as long as he/she is covered by someone other then the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);

b. A private plan;

c. A plan offered through a second employer (if you have another job that provides health care benefits); or

d. A retiree health plan from an employer other than one of the City of Boston groups."

 Article VIII(P)(5)(e)- Revise bereavement language in all four contracts on pages 119, 152, 168 and 189 as follows:

Death in the Immediate Family

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher, up to five (5) days without loss of pay shall be provided. Days are consecutive school days <u>which may be taken in two continuous periods</u> immediately preceding, following or including the day of death <u>or for the purpose of attending memorial services or arranging for burial</u>. Holidays, vacations or suspended sessions shall be considered school days under this provision. One (1) day without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above.

Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

### **Paraprofessional Contract Provisions**

34. Not to be added to the contract: Paraprofessionals will be eligible for the early retirement incentive payment included in Superintendent's Circular HRS-PP08 "INCENTIVE FOR EARLY NOTIFICATION OF TERMINATION FOR BOSTON TEACHERS UNION — TEACHERS UNIT"

- 35. Members applying for medical leave (individual and family) will use FMLA forms to apply. Using the forms will not change or reduce any leave entitlements currently available to members. The legal requirements contained in the FMLA form will not apply to BTU members unless they are specifically approved for FMLA. The proportional hours available for paid parental leave shall not apply to this provision.
- 36. Change "Basic Paraprofessional" to "Classroom Paraprofessional" throughout.
- 37. Special Education Partner Paraprofessional Role
  - a. Role description and compensation
    - i. The position of "Special Education Partner (SEP) Paraprofessional" shall be established commencing in September 2025, with a job description to be negotiated by the BTU and BPS. No SEP paraprofessional position may be posted and no SEP paraprofessional may be hired until negotiations on the job description are completed. The title of the position may be changed by mutual agreement in writing.
    - ii. SEP paraprofessionals shall be compensated at the same rate as security, library, coverage, one-to-one, and surround care paras.
  - b. Add to Article II(D) page 141: Professional Development for Paras: The district will designate \$100,000 per year for payments to paraprofessionals to attend professional development on special education inclusive practices.
    - i. Paraprofessionals will not be approved to attend more than ten hours of professional development under this section unless otherwise authorized by the Superintendent or their designee.
    - ii. Qualifying professional development will be provided by the Office of Specialized Services (or its successor department).
    - SEP Paraprofessionals are required to attend and will be prioritized for this professional development. Other paraprofessionals must receive prior written approval from their supervisor to attend.
       Paraprofessionals without prior written approval may choose to attend the professional development on a first come-first served basis until the fund is exhausted.
    - iv. Compensation for attending professional development under this section shall be at the paraprofessionals' individual hourly rate.
       Paraprofessionals who complete the professional development will be provided with a certificate of completion.

- v. Paraprofessionals who are newly assigned into the SEP Paraprofessional role or newly hired into a SEP Paraprofessional role, shall be required to attend up to 10 hours of professional development, compensated at their hourly rate. All SEP Paraprofessionals hired or assigned into the position by August 1st will be required to attend up to two five-and-a-half hour days of professional development (inclusive of a 30-minute paid lunch break) in the last two weeks of August. SEP Paraprofessionals hired after August 1st may attend the professional development in August, if feasible, otherwise, they will be required to attend make-up professional development offered throughout the school year. In such cases, the professional development shall be scheduled during regular work hours or, after work hours on a regularly scheduled workday with no less than 30 days notice or at the date of hire.
- vi. Add new Article II(A)(22) SEP paraprofessionals will receive at least one planning period per week of no less than 45 minutes at a time scheduled by the school leader with a special education teacher of record without diminishing the required contractual planning and development time of that teacher.
- vii. Add new Article II(A)(22) Compliance with State and Federal Law The work of SEP paraprofessionals will comply with all laws and regulations governing paraprofessionals providing special education service minutes.
- c. Add new Article II(A)(22) No SEP paraprofessional may be scheduled to work with students from more than two special education resource teachers.
- d. Add to new Article II(A)(22) SEP paraprofessionals have required professional development outlined in Article II(D).
- e. Add new subsection to page 139 Article II(B)(3) renumber "1. Community Field Coordinator" to "a. Community Field Coordinator" and the subsequent numbers to b and c and add "d. Special Education Partner Paraprofessional"
- 38. Paraprofessional Work Year: Replace the first sentence of Article III(E) on page 144 with: Paraprofessionals in BPS will work one of the following workday lengths designated by the school leader before the start of the school year. The parties agree that changes to paraprofessional work hours will comply with all obligations under MGL c. 150E.
  - a. 6 hours and ten minutes, or 6.17 hours per day
  - b. 6 hours and 40 minutes, or 6.67 hours per day
  - c. 6 hours and 50 minutes, or 6.84 hours per day

- d. 7 hours per day
- e. 7 hours and ten minutes, or 7.17 hours per day
- f. 7 hours and 15 minutes, or 7.25 hours per day
- g. 7 hours and 30 minutes, or 7.5 hours per day
- h. 8 hours per day
- 39. Add a new provision in all four contracts (but for cluster subs only) as follows [We would suggest a new section in Article VIII B of teacher's contract, Article III E of para contract, Article III A 1 of substitute contract, and Article III C in the ABA contract]:

### Notification of Hours and Pay

- a. **Current Employees Work Year and Hours:** By August 31st all BTU members will be provided with their reporting time and day and their daily hours of work either by public website or written notification for the upcoming school year. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- b. **Current Employee Compensation:** BPS will provide members with an accounting of their full salary, including career awards, differentials, and additional payments (e.g. autonomous school pay) no later than October 15th of each school year. The Parties acknowledge that there may come a time when this information is provided through the Employee Self Service portal (or successor programs). The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- c. New Employees and Current Employees in new Positions Hours and Compensation: Prior to their scheduled first day, new employees to the district, employees assigned to a new school or worksite, and employees who have applied to and accepted a new position within the bargaining units shall be provided with their reporting time and day, their daily hours of work and rate of pay. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- 40. Article III(Q)(5)(b) Revise bereavement language in all four contracts on pages 119, 152, 168 and 189 as follows:

Death in the Immediate Family

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher, up to

five (5) days without loss of pay shall be provided. Days are consecutive school days <u>which may be taken in two continuous periods</u> immediately preceding, following or including the day of death <u>or for the purpose of attending memorial services or arranging for burial</u>. Holidays, vacations or suspended sessions shall be considered school days under this provision. One (1) day without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above.

Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

41. Article III(Q)(5)(c) from two days to four days. "(c) Paras who have completed their probationary period will be allowed personal leave for personal needs not otherwise provided for, not more than four days per year without loss of pay, subject to the following..."

### **Substitute Teachers and Nurses Provisions**

- 42. Members applying for medical leave (individual and family) will use FMLA forms to apply. Using the forms will not change or reduce any leave entitlements currently available to members. The legal requirements contained in the FMLA form will not apply to BTU members unless they are specifically approved for FMLA. The proportional hours available for paid parental leave shall not apply to this provision.
- 43. Add the following language to Article II B. 2.; Cluster Substitutes and Long Term Substitutes who have both:
  - a. Qualified as a member of the bargaining unit pursuant to Article I(B); and

b. Worked 30 days in the same position by December 1st will receive one personal day available to be used after January 1st of the same school year. The personal day may not be taken on the day immediately preceding or the day immediately following a school vacation, including the Thanksgiving recess. Any personal day not used shall be added to the employee's sick leave entitlement for use in subsequent years.

44. Add a new provision in all four contracts (but for cluster subs only) as follows [We would suggest a new section in Article VIII B of teacher's contract, Article III E of para contract, Article III A 1 of substitute contract (for cluster subs only), and Article III C in the ABA contract]:

### Notification of Hours and Pay

a. **Current Employees Work Year and Hours:** By August 31st all BTU members will be provided with their reporting time and day and their daily

hours of work either by public website or written notification for the upcoming school year. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.

- b. **Current Employee Compensation:** BPS will provide members with an accounting of their full salary, including career awards, differentials, and additional payments (e.g. autonomous school pay) no later than October 15th of each school year. The Parties acknowledge that there may come a time when this information is provided through the Employee Self Service portal (or successor programs). The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- c. New Employees and Current Employees in new Positions Hours and Compensation: Prior to their scheduled first day, new employees to the district, employees assigned to a new school or worksite, and employees who have applied to and accepted a new position within the bargaining units shall be provided with their reporting time and day, their daily hours of work and rate of pay. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- 45. Article III(H)(1) Revise bereavement language in all four contracts on pages 119, 152, 168 and 189 as follows:

Death in the Immediate Family

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher, up to five (5) days without loss of pay shall be provided. Days are consecutive school days which may be taken in two continuous periods immediately preceding, following or including the day of death or for the purpose of attending memorial services or arranging for burial. Holidays, vacations or suspended sessions shall be considered school days under this provision. One (1) day without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above.

Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

### **ABA Specialists Provisions**

- 46. Members applying for medical leave (individual and family) will use FMLA forms to apply. Using the forms will not change or reduce any leave entitlements currently available to members. The legal requirements contained in the FMLA form will not apply to BTU members unless they are specifically approved for FMLA. The proportional hours available for paid parental leave shall not apply to this provision.
- 47. Add a new provision in all four contracts (but for cluster subs only) as follows [We would suggest a new section in Article VIII B of teacher's contract, Article III E of para contract, Article III A 1 of substitute contract, and Article III C in the ABA contract]:

### Notification of Hours and Pay

- a. **Current Employees Work Year and Hours:** By August 31st all BTU members will be provided with their reporting time and day and their daily hours of work either by public website or written notification for the upcoming school year. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- b. **Current Employee Compensation:** BPS will provide members with an accounting of their full salary, including career awards, differentials, and additional payments (e.g. autonomous school pay) no later than October 15th of each school year. The Parties acknowledge that there may come a time when this information is provided through the Employee Self Service portal (or successor programs). The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- c. New Employees and Current Employees in new Positions Hours and Compensation: Prior to their scheduled first day, new employees to the district, employees assigned to a new school or worksite, and employees who have applied to and accepted a new position within the bargaining units shall be provided with their reporting time and day, their daily hours of work and rate of pay. The parties agree that failure to provide this information is subject to the grievance and arbitration process but the sole remedy shall be providing the information.
- 48. Add to Article III(C) Length of the Workday: ABA Specialists shall schedule their lunch breaks with the approval of their direct supervisor. No more than two (2) thirty (30) minute meetings per month of an ABA Specialist's self-directed time may be used to meet with Board Certified Behavior Analysts (BCBA) at the request of the BCBA.

- 49. Eliminate paragraphs 3, 5, 6 and 7 in Article III, section D on page 183, so it will read as follows:
  - a. The work year for all ABA Specialists shall consist of the 180 days that all students are present, the 2 days teachers and paraprofessionals are present prior to the arrival of students, and a total of 8 days of preparation, school year closeout, and professional development, for a total work year of 190 days.
  - b. The eight (8) days of preparation, school year closeout, and professional development shall be scheduled on the three work days immediately prior to teachers and paras reporting to work, the first work day following the New Year's Day holiday, and the four workdays immediately succeeding the dismissal of students in June. The ABA Specialists may vote to convert the work day following the New Year's Day holiday to professional development hours by a majority vote by the last day of school of the proceeding school year. The ABA specialists will vote to reschedule the professional development day to either the start of the year or the end of the year.
  - c. If it becomes necessary to accommodate individual ABA Specialists who, because of a one-time emergency or illness, are unable to attend a particular professional development, the missed hours may be made up. ABA Specialists will coordinate with their supervisors to make up the missed professional development during the regular work day.
  - d. ABA Specialists shall not be required to work ESY. ESY assignments shall annually be made in seniority order from among those ABA Specialists who are hired to work as ABA Specialists during the ESY. No contractors may be hired for ESY prior to the hiring of all ABA Specialists hired prior to 9/13/17 who wish to work ESY in a given year.
- 50. Article III(Q)(5) Revise bereavement language in all four contracts on pages 119, 152, 168 and 189 as follows:

Death in the Immediate Family

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher, up to five (5) days without loss of pay shall be provided. Days are consecutive school days <u>which may be taken in two continuous periods</u> immediately preceding, following or including the day of death <u>or for the purpose of attending memorial services or arranging for burial</u>. Holidays, vacations or suspended sessions shall be considered school days under this provision. One (1) day without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above.

Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

This Memorandum of Agreement is subject to ratification by the Boston Teachers Union and the approval of the School Committee of the City of Boston. It is also subject to the funding of cost items by the Boston City Council in accordance with G.L. C. 150E, § 7(b). If the agreement is not ratified by the BTU or if it is not approved by the School Committee, or if the funding of the first year's cost items is rejected by the City Council, it shall be returned to the parties for further bargaining.

**Boston Teachers Union** 

Eik R. Berg Erik Berg, President  $\int$ Date:  $\frac{3/21/2025}{}$ 

**Boston Public Schools** 

Mary Skipper, Superintendent

3/21/2025 Date: